



NEW ZEALAND COLLEGE OF MUSCULOSKELETAL MEDICINE

NZCMM24 Conference

www.nzcmmconference.co.nz

11 - 13 October 2024
Novotel Christchurch Cathedral Square

Beneath the Skin : Uncovering
the Mysteries of Soft-tissue Pain

SUPPORTED BY:  Australian Association of
Musculoskeletal Medicine



Sponsorship Terms

Attendance & Participation

Sponsorship of the Meeting is subject to the NZCMM application acceptance, confirmation of sponsorship and full payment of the sponsorship fees by the due date.

NZCMM reserves the right to decline any Sponsor application to participate in the Meeting.

NZCMM reserves the right to change the date or dates upon which the Meeting is to be held and shall not be liable for damages or otherwise by reason of any such change. If the Meeting dates are varied due to circumstances outside NZCMM's control, sponsorship packages will be transferred to the new date(s) and you will be duly notified. Sponsor will not be entitled to any refund or to a claim for any loss of damage.

Fees & Payment

In consideration of the Sponsorship Rights, the Sponsor must pay to NZCMM the fee (Fee) specified in and in accordance with the Sponsorship opportunities.

Unless otherwise expressly stated in the Application Form, the Fee is payable in full within 7 days of the date on the tax invoice.

In the event that the Sponsor does not pay the fee or any other amount specified in the Application or under these Terms to NZCMM within the specified timeframe (Due Date), the sponsorship booking may be cancelled by NZCMM.

Sponsors will not be listed as an official partner until full payment is received and receipted by NZCMM.

All prices are in NZ dollars and exclude GST. NZCMM will not be liable to compensate for exchange rate fluctuations.

Payment options are as per the NZCMM issued invoice.

Modification & Cancellation

Sponsor requests for modifications or cancellations of packages must be in writing to NZCMM c/o Lynda@totalmanagementsolutions.co.nz

Acceptance of a request to modify or cancel a sponsorship package will not be deemed to have occurred until written acknowledgement has been issued by NZCMM.

Where payment is outstanding at time of cancellation, the Sponsor is liable for the balance as per the cancellation policy.

Sponsorship Cancellation Charges

If cancellation request is received in writing on or before 21 August 2024: 50% less 10% administration fee.

Visit www.nzcmmconference.co.nz for further information.



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If cancellation request is received in writing on or after 21 August 2024: no refund available

Where a cancellation has been accepted by NZCMM, refunds will be processed within 10 business days.

All bank charges, including senders and receiver's charges, resulting from a refund related to cancellation of sponsorship items will be passed on to the Sponsor. Credit card surcharges will not be refunded under any circumstances.

Sponsor Rights & Obligations

Unless otherwise expressly stated, the Sponsor will not be the exclusive Sponsor (of their industry or otherwise) at the Meeting. Notwithstanding any provision of these Terms, any and all Sponsorship Rights granted to the Sponsor are granted on a non-exclusive basis.

The Sponsor will comply with any conditions, rules, regulations and standards as well as any procedure provided by NZCMM and any reasonable direction of NZCMM in relation to the Meeting and the venue.

Meeting Content

NZCMM reserves the right to alter any aspect of the Meeting programme without notice.

NZCMM will take care to fulfil the Meeting commitments as outlined in the Sponsorship Opportunities document.

Sponsors are responsible for providing the information and/or artwork required by NZCMM within two weeks of acceptance of sponsorship.

Liability & Indemnity

The Sponsor will indemnify and release NZCMM from and against all claims, actions, losses (including indirect and consequential losses), liability, damage or expenses incurred or sustained by NZCMM (including based on any liability to or claims of any third party) arising out of or in connection with:

- a) the Advertising Rights;
- b) the Sponsorship Rights;
- c) Sponsor's sponsorship of the Meeting;
- d) the Sponsor's and its representatives' attendance at the Meeting;
- e) any breach of the Sponsor's obligations under, or any warranty given by the Sponsor in, these Terms;
- f) any damage to property;
- g) any infringement of third-party rights in intellectual property by the Sponsor.

Notwithstanding any provision of these terms, NZCMM will not be liable for any loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage.

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Termination

NZCMM may terminate sponsorship agreement at any time and without cause by giving the Sponsor seven (7) days written notice.

Termination for cause

- a) Failure by either party to comply with any term or condition under these Terms will entitle the other party to give the defaulting party written notice requiring it to cure the default. If the party in default has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the default within 10 business days after receipt of written notice, the notifying party will be entitled, in addition to any other rights it may have under these terms or otherwise at law or in equity, to immediately terminate the Sponsorship.
- b) Notwithstanding any other provision contained in these Terms, NZCMM may, with written notice to the Sponsor, immediately terminate this Agreement in the event that NZCMM determines that the Sponsor is guilty of conduct tending to bring themselves or NZCMM or its members into disrepute.

In General

To the extent permitted by law, any statutory or other warranty, condition, description, or recourse, express or implied as to the Meeting is expressly excluded by NZCMM.

NZCMM reserves the right to amend these Terms from time to time and the Sponsor will be subject to the Terms in force at the time the Sponsor signs the form.

The Sponsor may not assign any of its rights or obligations under this Agreement.

In the event any provision of this Terms is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of the Sponsorship.

This Agreement shall be construed in accordance with and governed by the laws of Aotearoa New Zealand.